

Exhibit 1

The Claim

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK			PROOF OF CLAIM
Name of Debtor and Case Number: GMAC Mortgage, LLC, Case No. 12-12032			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): KENNETH REAVES			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Kenneth Reaves P. O. Box 1163 Lithonia, GA 30058			
Telephone number: 404-735-4799 email: WIZPHD@GMAIL.COM			
Name and address where payment should be sent (if different from above): Kenneth Reaves P. O. Box 1163 Lithonia, GA 30058			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <i>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
Telephone number: 404-735-4799 email: wizphd@gmail.com			
1. Amount of Claim as of Date Case Filed: \$ <u>150,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>COMPLAINT FOR WRONGFUL FORECLOSURE, DAMAGES, PUNITIVE DAMAGES AND ATTORNEY FEES</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>\$50,000.00</u> Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: <u>Secured</u> Amount of Secured Claim: \$ <u>\$50,000.00</u> Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
9. Signature: (See instruction #9) Check the appropriate box. <input type="checkbox"/> I am the creditor. <input checked="" type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>K. A. Foreman</u> Title: <u>Attorney</u> Company: <u>The Law Office of K. A. Foreman, PC</u> (Signature) <u>K. A. Foreman</u> (Date) <u>11/1/2012</u> Address and telephone number (if different from notice address above): <u>P O BOX 87290 COLLEGE PARK, GA 30337</u> <u>P O BOX 87290 COLLEGE PARK, GA 30337</u> Telephone number: <u>404-762-3535</u> Email: _____			



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RECEIVED

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KURTZMAN CARSON CONSULTANTS

Exhibit “A”

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

291
ck

KENNETH REAVES

CIVIL ACTION
NUMBER 11-A-11493-4

PLAINTIFF

VS.

GMAC MORTGAGE LLC
US BANK NATIONAL ASSOCIATION

DEFENDANT

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of Said Court and serve upon the Plaintiff's attorney, whose name and address is:

DAVID P RACHEL
3400 PEACHTREE ROAD
SUITE 1250
RACHEL LAW GROUP PC
ATLANTA, GA 30326

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 1st day of November, 2011.

Tom Lawler
Clerk of Superior Court

By: Jamie B. Myrie
Deputy Clerk

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

FILED IN OFFICE
CLERK'S COURT
2011 NOV -1 PM 3:45
TOM LAWLER, CLERK.

KENNETH REAVES

Plaintiff,

VS.

GMAC MORTGAGE, LLC and
U.S. BANK NATIONAL ASSOCIATION

Defendants.

CIVIL ACTION FILE

NO.

**VERIFIED COMPLAINT FOR WRONGFUL FORECLOSURE,
DAMGES, PUNITIVE DAMAGES AND ATTORNEYS FEES**

COMES NOW, Kenneth Reaves ("Plaintiff") and files this Complaint against
Defendant, GMAC Mortgage, LLC ("GMAC") and U.S. Bank National Association ("U.S.
Bank") (collectively "Defendants") showing the Court the following:

1.

Defendant GMAC is a Georgia limited liability company and may be served though their
registered agent Corporation Services Company 40 Technology Parkway South, Suite 300,
Norcross, Georgia 30092.

2.

Defendant U.S. Bank is doing business in Georgia, however, it is not qualified to do
business in Georgia. U.S. Bank has its corporate headquarters at 800 Nicollet Mall, Minneapolis,
Minnesota 55402 and may be served at that address.

3.

Defendants GMAC and U.S. Bank are subject to the jurisdiction and venue of this court

by virtue of the fact that they conduct business in Georgia and the property, as defined in paragraph 4 below, is located in Georgia.

4.

On or about December 27, 2005, Plaintiff refinanced property located at 3481 Oak Run Drive, Lithonia, Georgia 30038 through a Security Deed recorded in deed book 18317, page 226 in the Dekalb County Real Estate Records (the "Property").

5.

On or about June of 2011, Plaintiff encountered temporary difficulty making his mortgage payments.

6.

On or about July 2011, Plaintiff was told by GMAC to apply for a modification in order to avoid a foreclosure on the Property.

7.

Defendant GMAC, through its employees and agents ("Representatives"), informed the Plaintiff of the information required by Defendant GMAC to obtain a modification of his loan and Plaintiff supplied that information to Defendant GMAC.

8.

In the course of Plaintiff's modification, Plaintiff corresponded with the Representatives of the Defendants. These business dealings occurred via telephone conversations, facsimile and emails.

9.

During the modification process and thereafter, Plaintiff engaged in numerous telephone

conversations and correspondences (the "Communications") with Defendant GMAC's Representatives.

10.

In those Communications, Defendant GMAC's Representatives assured Plaintiff that Defendant GMAC would modify the loan.

11.

Defendant GMAC's Representative, a female, told the Plaintiff that she was inputting in the system that the foreclosure was to be suspended because they received the final required documentation from Plaintiff for the loan modification.

12.

The Defendant GMAC further told the Plaintiff that the foreclosure was stopped and not to worry.

13.

Defendant GMAC's Representative advised Plaintiff that the foreclosure was stopped and to wait on the loan modification approval from Defendant GMAC.

14.

In reliance upon the Defendant GMAC's statements, Plaintiff refrained from attempting any other course of action to stop the foreclosure.

15.

Plaintiff followed the instructions given by Defendant GMAC's Representatives and waited for Defendant GMAC to forward the modification approval.

16.

In numerous subsequent telephone conversations, Defendant GMAC's Representatives repeatedly assured Plaintiff that his foreclosure had been ceased because of the modification process.

17.

On or about September 6, 2011, the law firm of McCurdy & Candler, LLC foreclosed on the Property.

18.

Defendant GMAC knew that the statements and representations that its Representatives made to Plaintiff were false.

19.

Defendant GMAC made promises and representations to Plaintiff, which induced Plaintiff to act and respond in the ways set forth herein.

20.

Plaintiff reasonably and justifiably relied upon the statements and representations made to him by Defendant GMAC's Representatives.

21.

Plaintiff has been irreparably injured by the conduct of the Defendants.

COUNT I
PROMISSORY ESTOPPEL

22.

Plaintiff reasserts the allegations contained in Paragraphs 1 through 21 as though each

was fully set forth herein.

23.

Defendants are bound by the doctrine of promissory estoppel to comply with the promises and commitments made by Defendants to Plaintiff.

24.

Plaintiff must be restored to his previous position, and the Defendants must be compelled to comply with the terms of the agreements they made.

25.

As the direct and proximate result of the Defendants conduct, and under the principles of promissory estoppel, Plaintiff has been damaged in an amount to be determined by a jury.

COUNT II
BREACH OF CONTRACT

26.

Plaintiff reasserts the allegations contained in Paragraphs 1 through 25 as though each was fully set forth herein.

27.

The Defendants have breached the contract they entered into with Plaintiff to modify the loan concerning the Property.

28.

As the direct and proximate result of Defendant's breach of contract with the Plaintiff, Plaintiff has been damaged in an amount to be determined by a jury.

COUNT III
BREACH OF ORAL CONTRACT

29.

Plaintiffs reassert the allegations contained in Paragraphs 1 through 28 as though each was fully set forth herein.

30.

Defendants breached the oral contract they entered into with Plaintiff to modify Plaintiff's loan.

31.

As the direct and proximate result of Defendants breach of the oral contract, Plaintiff has been damaged in an amount to be determined by a jury.

COUNT IV
FRAUD

32.

Plaintiff reasserts the allegations contained in Paragraphs 1 through 31 as though each was fully set forth herein.

33.

Defendant GMAC authorized and sanctioned the statements and agreements that its Representatives made to and with Plaintiff.

34.

Defendant GMAC knew at the time that it caused its Representatives to make the statements and agreements to and with Plaintiff reflected herein, that those statements and

agreements were false and that they did not intend to honor or adhere to them.

35.

As the direct and proximate result of the Defendant's conduct, Plaintiff has been damaged in an amount to be determined by a jury.

COUNT V
WRONGFUL FORECLOSURE

36.

Plaintiff reasserts the allegations contained in Paragraphs 1 through 35 as though each was fully set forth herein.

37.

Defendants have wrongfully foreclosed upon the Property of Plaintiff by committing the following acts:

- a) Indebtedness was not justly due as Defendant GMAC agreed to a modification of the loan; and
- b) The sale was not properly advertised by Defendants; and
- c) The Defendants do not have the power to foreclose on the Property as there is no assignment of record into the Defendants; and
- d) If the Property was to be bid in on the courthouse steps bidding would be chilled as Defendant GMAC had led Plaintiff to believe that it had agreed to a loan modification. As a result, the bidding on the Property should have been considered chilled.

38.

As a direct and proximate result of the acts of Defendants and its Representatives, Plaintiff should be awarded damages in an amount to be determined by a jury

COUNT VI
PUNITIVE DAMAGES

39.

Plaintiff reasserts the allegations contained in Paragraphs 1 through 38 as though each was fully set forth herein.

40.

The conduct of Defendants in making willful and fraudulent misrepresentations and concealments shows willful misconduct, malice, fraud, wantonness, and oppression with a specific intent to cause harm to Plaintiff. Plaintiff therefore prays for exemplary and punitive damages in an amount to be determined by a jury, in order to deter the Defendants from such wrongful and fraudulent conduct in the future.

COUNT VII
ATTORNEY FEES AND EXPENSES OF LITIGATION

41.

Plaintiff reasserts the allegations contained in Paragraphs 1 through 40 as though each was fully set forth herein.

42.


The conduct of the Defendants, as set forth herein, entitles Plaintiff to an award of his attorney fees and expenses of litigation.

WHEREFORE, Plaintiff prays:

1. That process issue and be served upon the Defendants along with a copy of this Complaint; and
2. That this matter be tried before a jury; and
3. That pursuant to Count I, the Defendants be liable and Plaintiff awarded damages for Defendants' actions; and
4. That pursuant to Count II, Plaintiff be awarded damages in the amount that a jury determines to be just and proper; and
5. That pursuant to Count III, Plaintiff be awarded damages in the amount that a jury determines to be just and proper; and
6. That pursuant to Count IV, Plaintiff be awarded damages in the amount that a jury determines to be just and proper; and
7. That pursuant to Count V, Plaintiff be awarded damages in the amount that a jury determines to be just and proper; and
8. That pursuant to Count VI, Plaintiff be awarded damages in the amount that a jury determines to be just and proper; and
9. That pursuant to Count VII, Plaintiff be awarded his attorney fees and expenses of litigation as may be proved at trial; and

10. That Plaintiff has such other and further relief as the Court determines to be just and proper.

This 28th day of October, 2011.



David P. Rachel
Georgia Bar No. 591601
Attorney for Plaintiff

THE RACHEL LAW FIRM, P.C.
3400 Peachtree Road, N.E.
Suite 1250
Atlanta, Georgia 30326
(p) (770) 805-0087
(f) (770) 805-0089

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

KENNETH REAVES

Plaintiff,

VS.

GMAC MORTGAGE, LLC and
U.S. BANK NATIONAL ASSOCIATION

Defendants.


CIVIL ACTION FILE

NO.

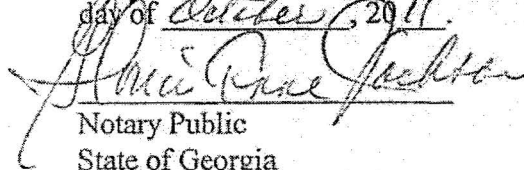
VERIFICATION

Personally appeared before me, the undersigned officer, authorized to administer oaths,
KENNETH REAVES, who being first duly sworn, states that the facts contained in his
Complaint in the above-styled matter are true and correct.

This 28th day of October, 2011.


KENNETH REAVES

Sworn to and subscribed
before me this 28th
day of October, 2011.


Notary Public
State of Georgia

My commission expires:
(Seal)

GLORIA ANNE JACKSON
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES AUGUST 16, 2012

General Civil Case Filing Information Form (Non-Domestic)

FILED IN OFFICE
CLERK OF SUPERIOR COURT
SUMMIT COUNTY, CO

Court

☐ Superior
☐ State

County

Date Filed

MM-DD-YYYY 2011 NOV -1 PM 3:45

Docket #

11-193

TON LAWLER, CLERK

Plaintiff(s)

Last First Middle I. Suffix Prefix Maiden
Keaves Kenneth

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

No. of Plaintiffs

1

Plaintiff/Petitioner's Attorney

☐ Pro Se

Last First Middle I. Suffix
Rachel David P

Bar #

591601

Defendant(s)

Last First Middle I. Suffix Prefix Maiden
GNAC Mortgage, LLC

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

Last First Middle I. Suffix Prefix Maiden

No. of Defendants

2

Check Primary Type (Check only ONE)

☒ Contract/Account

☐ Wills/Estate

☐ Real Property

☐ Dispossessory/Distress

☐ Personal Property

☐ Equity

☐ Habeas Corpus

☐ Appeals, Reviews

☐ Post Judgment Garnishment, Attachment, or
Other Relief

☐ Non-Domestic Contempt

☒ Tort (If tort, fill in right column)

☐ Other General Civil Specify

If Tort is Case Type:

(Check no more than TWO)

☐ Auto Accident

☐ Premises Liability

☐ Medical Malpractice

☐ Other Professional Negligence

☐ Product Liability

☐ Other Specify

Are Punitive Damages Pleaded? ☐ Yes ☐ No

Civil Action No. _____

Date Filed 11/11/11Magistrate Court ☐
Superior Court ☒
State Court ☐
Georgia, GWINNETT COUNTYKenneth Reeves

Attorney's Address

David P. Reck
The Rachel Law Firm, P.C.
3400 Peachtree Road NE
Ste 1250
Atlanta, GA 30326

Name and Address of Party to be Served

GMAC Mortgage LLC c/o Corporation Services
40 Technology Parkway South Ste 30
Norcross, GA 30092

Plaintiff

VS:

GMAC Mortgage LLC
US Bank National Association

Defendant

Garnishee

SHERIFF'S ENTRY OF SERVICE

I have this day served the defendant
of the within action and summons.I have this day served the defendant
a copy of the action and summons at his most notorious place of abode in this County.Delivered same into hands of _____ described as follows
age, about _____ years; weight, about _____ pounds; height, about _____ feet and _____ inches, domiciled at the residence of
defendant.Served the defendant GMAC Mortgage LLC a corporation
by leaving a copy of the within action and summons with Alisia Smith (New Agent)
in charge of the office and place of doing business of said Corporation in this CountyI have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the
premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States
Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate
postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.Diligent search made and defendant
not to be found in the jurisdiction of this Court.This 3 day of Nov, 2011

SHERIFF DOCKET _____ PAGE _____

DEPUTY

GWINNETT COUNTY, GEORGIA

WHITE: Clerk CANARY: Plaintiff Attorney PINK: Defendant